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9
10 UNITED STATES DISTRICT COURT
11
12 NORTHERN DISTRICT OF CALIFORNIA

13 LISA STARRATT and THOMAS
14 SIMMONS, as individuals and on behalf of
themselves, the general public, and those
similarly situated,

15 Plaintiffs,

16 v.

17 FERMENTED SCIENCES, INC.,

18 Defendants.

19 Case No. 4:22-cv-03895-HSG
20 Hon. Haywood Gilliam Jr.

21
22 **STIPULATED
23 PROTECTIVE ORDER**

1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of
3 confidential, proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated
6 Protective Order. The parties acknowledge that this Order does not confer blanket protections on
7 all disclosures or responses to discovery and that the protection it affords from public disclosure
8 and use extends only to the limited information or items that are entitled to confidential treatment
9 under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3,
10 below, that this Stipulated Protective Order does not entitle them to file confidential information
11 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards
12 that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or
items under this Order.

2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated,
stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure
26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as
their support staff).

2.4 Designating Party: a Party or Non-Party that designates information or items that it
produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or
manner in which it is generated, stored, or maintained (including, among other things, testimony,
transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in
this matter.

1 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the
2 litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as a consultant
3 in this action, (2) is not a past or current employee of a Party or of a Party's competitor, and (3) at the time
4 of retention, is not anticipated to become an employee of a Party or of a Party's competitor.

5 2.7 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items:
6 extremely sensitive "Confidential Information or Items," disclosure of which to another Party or Non-Party
7 would create a substantial risk of serious harm that could not be avoided by less restrictive means.
8

9 2.8 House Counsel: attorneys who are employees of a party to this action. House Counsel does
10 not include Outside Counsel of Record or any other outside counsel.

11 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity
12 not named as a Party to this action.

13 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this action but
14 are retained to represent or advise a party to this action and have appeared in this action on behalf of that
15 party or are affiliated with a law firm which has appeared on behalf of that party.

16 2.11 Party: any party to this action, including all of its officers, directors, employees,
17 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in
19 this action.

20 2.13 Professional Vendors: persons or entities that provide litigation support services (e.g.,
21 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or
22 retrieving data in any form or medium) and their employees and subcontractors.

23 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
24 "CONFIDENTIAL," or as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

25 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing
26 Party.
27

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected Material (as
3 defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies,
4 excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or
5 presentations by Parties or their Counsel that might reveal Protected Material. However, the protections
6 conferred by this Stipulation and Order do not cover the following information: (a) any information that is
7 in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain
8 after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order,
9 including becoming part of the public record through trial or otherwise; and (b) any information known to
10 the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a
11 source who obtained the information lawfully and under no obligation of confidentiality to the Designating
12 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

12 4. DURATION

13 Even after final disposition of this litigation, the confidentiality obligations imposed by this Order
14 shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise
15 directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this
16 action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all
17 appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any
18 motions or applications for extension of time pursuant to applicable law.

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-
21 Party that designates information or items for protection under this Order must take care to limit any such
22 designation to specific material that qualifies under the appropriate standards. To the extent it is practical to
23 do so, the Designating Party must designate for protection only those parts of material, documents, items,
24 or oral or written communications that qualify – so that other portions of the material, documents, items, or
25 communications for which protection is not warranted are not swept unjustifiably within the ambit of this
26 Order.

27 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be

1 clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or
2 retard the case development process or to impose unnecessary expenses and burdens on other parties)
3 expose the Designating Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that it designated for
5 protection do not qualify for protection at all or do not qualify for the level of protection initially asserted,
6 that Designating Party must promptly notify all other parties that it is withdrawing the mistaken
7 designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g.,
9 second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery
10 Material that qualifies for protection under this Order must be clearly so designated before the material is
11 disclosed or produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (e.g., paper or electronic documents, but excluding
14 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend
15 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that
16 contains protected material. If only a portion or portions of the material on a page qualifies for protection,
17 the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
18 markings in the margins) and must specify, for each portion, the level of protection being asserted.

19 A Party or Non-Party that makes original documents or materials available for inspection need not
20 designate them for protection until after the inspecting Party has indicated which material it would like
21 copied and produced. During the inspection and before the designation, all of the material made available
22 for inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
23 inspecting Party has identified the documents it wants copied and produced, the Producing Party must
24 determine which documents, or portions thereof, qualify for protection under this Order. Then, before
25 producing the specified documents, the Producing Party must affix the appropriate legend
26 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that
27 contains Protected Material. If only a portion or portions of the material on a page qualifies for protection,

1 the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
2 markings in the margins) and must specify, for each portion, the level of protection being asserted.

3 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating
4 Party identify on the record, before the close of the deposition, hearing, or other proceeding, all protected
5 testimony and specify the level of protection being asserted. When it is impractical to identify separately
6 each portion of testimony that is entitled to protection and it appears that substantial portions of the
7 testimony may qualify for protection, the Designating Party may invoke on the record (before the
8 deposition, hearing, or other proceeding is concluded) a right to have up to 21 days to identify the specific
9 portions of the testimony as to which protection is sought and to specify the level of protection being
10 asserted. Only those portions of the testimony that are appropriately designated for protection within the 21
11 days shall be covered by the provisions of this Stipulated Protective Order. Alternatively, a Designating
12 Party may specify, at the deposition or up to 21 days afterwards if that period is properly invoked, that the
13 entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
14 EYES ONLY.”

15 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or other
16 proceeding to include Protected Material so that the other parties can ensure that only authorized
17 individuals who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present
18 at those proceedings. The use of a document as an exhibit at a deposition shall not in any way affect its
19 designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

20 Transcripts containing Protected Material shall have an obvious legend on the title page that the
21 transcript contains Protected Material, and the title page shall be followed by a list of all pages (including
22 line numbers as appropriate) that have been designated as Protected Material and the level of protection
23 being asserted by the Designating Party. The Designating Party shall inform the court reporter of these
24 requirements. Any transcript that is prepared before the expiration of a 21-day period for designation shall
25 be treated during that period as if it had been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
26 EYES ONLY” in its entirety unless otherwise agreed. After the expiration of that period, the transcript
27 shall be treated only as actually designated.

1 (c) for information produced in some form other than documentary and for any other tangible
2 items, that the Producing Party affix in a prominent place on the exterior of the container or containers in
3 which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
4 ATTORNEYS’ EYES ONLY”. If only a portion or portions of the information or item warrant protection,
5 the Producing Party, to the extent practicable, shall identify the protected portion(s) and specify the level of
6 protection being asserted.

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate
8 qualified information or items does not, standing alone, waive the Designating Party’s right to secure
9 protection under this Order for such material. Upon timely correction of a designation, the Receiving Party
10 must make reasonable efforts to assure that the material is treated in accordance with the provisions of this
11 Order.

12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
14 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality designation
15 is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant
16 disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality
17 designation by electing not to mount a challenge promptly after the original designation is disclosed.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by
19 providing written notice of each designation it is challenging and describing the basis for each challenge.
20 To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the
21 challenge to confidentiality is being made in accordance with this specific paragraph of the Protective
22 Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by
23 conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within 14
24 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its
25 belief that the confidentiality designation was not proper and must give the Designating Party an
26 opportunity to review the designated material, to reconsider the circumstances, and, if no change in
27 designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to
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1 the next stage of the challenge process only if it has engaged in this meet and confer process first or
2 establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely
3 manner.

4 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention,
5 the Designating Party shall file and serve a motion to retain confidentiality under Civil Local Rule 7 (and in
6 compliance with Civil Local Rule 79-5, if applicable) within 21 days of the initial notice of challenge or
7 within 14 days of the parties agreeing that the meet and confer process will not resolve their dispute,
8 whichever is earlier. Each such motion must be accompanied by a competent declaration affirming that the
9 movant has complied with the meet and confer requirements imposed in the preceding paragraph. Failure
10 by the Designating Party to make such a motion including the required declaration within 21 days (or 14
11 days, if applicable) shall automatically waive the confidentiality designation for each challenged
12 designation. In addition, the Challenging Party may file a motion challenging a confidentiality designation
13 at any time if there is good cause for doing so, including a challenge to the designation of a deposition
14 transcript or any portions thereof. Any motion brought pursuant to this provision must be accompanied by a
15 competent declaration affirming that the movant has complied with the meet and confer requirements
16 imposed by the preceding paragraph.

17 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.
18 Frivolous challenges and those made for an improper purpose (e.g., to harass or impose unnecessary
19 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the
20 Designating Party has waived the confidentiality designation by failing to file a motion to retain
21 confidentiality as described above, all parties shall continue to afford the material in question the level of
22 protection to which it is entitled under the Producing Party's designation until the court rules on the
23 challenge.

24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
26 produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending,
27 or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of
28

1 persons and under the conditions described in this Order. When the litigation has been terminated, a
2 Receiving Party must comply with the provisions of section 15 below (FINAL DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a location and in a secure
4 manner that ensures that access is limited to the persons authorized under this Order.

5 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the
6 court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or
7 item designated “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said
9 Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this
10 litigation;

11 (b) the officers, directors, and employees (including House Counsel) of the Receiving Party to
12 whom disclosure is reasonably necessary for this litigation for use in accordance with this Protective Order;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably
14 necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
15 (Exhibit A);

16 (d) the court and its personnel;

17 (e) court reporters and their staff, professional jury or trial consultants, and Professional Vendors to
18 whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and
19 Agreement to Be Bound” (Exhibit A);

20 (f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and
21 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
22 agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or
23 exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and
24 may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

25 (g) the author or recipient of a document containing the information or a custodian or other person
26 who otherwise possessed or knew the information.

27 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items.

1 Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party
2 may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
3 ONLY” only to:

4 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said
5 Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation
6 and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
7 A;

8 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this
9 litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3)
10 who is not a current officer, director, or employee of a competitor of a Party or anticipated to be one;

11 (c) the court and its personnel;

12 (d) court reporters and their staff, professional jury or trial consultants, and Professional Vendors to
13 whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and
14 Agreement to Be Bound” (Exhibit A); and

15 (e) the author or recipient of a document containing the information or a custodian or other person
16 who otherwise possessed or knew the information.

17 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**
18 **LITIGATION**

19 If a Party is served with a subpoena or a court order issued in other litigation that compels
20 disclosure of any information or items designated in this action as “CONFIDENTIAL” or
“HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

21 (a) promptly notify in writing the Designating Party. Such notification shall include a copy
22 of the subpoena or court order;

23 (b) promptly notify in writing the party who caused the subpoena or order to issue in the
24 other litigation that some or all of the material covered by the subpoena or order is subject to this
25 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

26 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
27 Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

1. promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

3. make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely

1 seeks a protective order, the Receiving Party shall not produce any information in its possession or
2 control that is subject to the confidentiality agreement with the Non-Party before a determination
3 by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense
4 of seeking protection in this court of its Protected Material.

5 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to
7 any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving
8 Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use
9 its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons
10 to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or
11 persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
12 A.

13 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
MATERIAL**

14 When a Producing Party gives notice to Receiving Parties that certain inadvertently
15 produced material is subject to a claim of privilege or other protection, the obligations of the
16 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
17 provision is not intended to modify whatever procedure may be established in an e-discovery order
18 that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence
19 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
20 communication or information covered by the attorney-client privilege or work product protection,
21 the parties may incorporate their agreement in the stipulated protective order submitted to the
22 court.

23 **12. MISCELLANEOUS**

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its
25 modification by the court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no
27 Party waives any right it otherwise would have to object to disclosing or producing any information or item

on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-5 is denied by the court, then the Receiving Party may file the Protected Material in the public record pursuant to Civil Local Rule 79-5 unless otherwise instructed by the court.

13. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 Dated: February 17, 2023

3 **GUTRIDE SAFIER LLP**

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5 */s/ Hayley A. Reynolds*
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11 *Attorneys for Plaintiffs*

12 **AMIN TALATI WASSERMAN, LLP**

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14 */s/ William Cole¹*
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Los Angeles, California 90071
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Facsimile: (312) 884-7352

19 *Attorneys for Defendant*

20 PURSUANT TO STIPULATION, IT IS SO ORDERED.

21 DATED: 2/21/2023

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28 
Hon. Haywood S. Gilliam, Jr.
United States District Judge

1 Pursuant to Civil Local Rule 5-1(i)(3), I, Hayley Reynolds, hereby attest that concurrence in the filing of this document has been obtained from William Cole, counsel for Defendant.

1

EXHIBIT A

2

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3

I, _____ [print or type full name], of _____
[print or type full address], declare under penalty of perjury that I have read in its entirety and understand
the Stipulated Protective Order that was issued by the United States District Court for the Northern District
of California on [date] in the case of _____ **[insert formal name of the case and the number and
initials assigned to it by the court]**. I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any
manner any information or item that is subject to this Stipulated Protective Order to any person or entity
except in strict compliance with the provisions of this Order.

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I further agree to submit to the jurisdiction of the United States District Court for the
Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order,
even if such enforcement proceedings occur after termination of this action.

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18

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone number] as my
California agent for service of process in connection with this action or any proceedings related to
enforcement of this Stipulated Protective Order.

19

20

Date: _____

21

City and State where sworn and signed: _____

22

Printed name: _____
[printed name]

23

Signature: _____
[signature]

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